

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**HEALTH DEPARTMENT LABORATORY TEST SERVICES
BID NO. 12-062**

**Nebraska LabLinc
5440 South Street
Lincoln, NE 68506
402.465.1970**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **Nebraska LabLinc, 5440 South Street, Lincoln, NE 68506**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Health Department Laboratory Test Services, Bid No. 12-062** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective April 1, 2012 thru March 31, 2015 with the option to renew for one (1) additional three (3) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Addendums 1 & 2
 4. Federal Forms
 5. Specifications
 6. Instructions to Bidders
 7. Insurance Requirements

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

EXECUTION BY CONTRACTOR

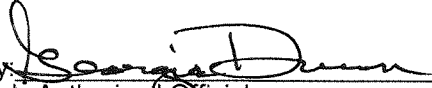
IF A CORPORATION:

ATTEST:

Secretary (SEAL)

NEBRASKA LAB INC
Name of Corporation

5440 South St., Lincoln, NE 68506
(Address)

By: 
Duly Authorized Official

PRESIDENT DIRECTOR OF OPERATIONS
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	12-062 Addendum 2	Department		Department
Title	Health Department Laboratory Test Services	Building	Suite 200	Building
Bid Type	RFP	Floor/Room		Floor/Room
Issue Date	02/24/2012	Telephone	1 (402) 441-8309	Telephone
Close Date	3/14/2012 12:00:00 PM CST	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rwalla@lincoln.ne.gov	Email

Supplier Information

Company Nebraska LabLinc
Address Attn: Georgia Dunn, Dir. of Operations
5440 South Street
Lincoln, NE 68506

Contact
Department
Building
Floor/Room
Telephone 1 (402) 4651970
Fax 1 (402) 4651973
Email
Submitted 3/10/2012 2:04:11 AM CST
Total \$0.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Contact	Name of person submitting this bid:	Georgia Dunn
8	Federal Bidding Documents and Compliance	I have read and understand the Federal Forms attached to this bid and hereby agree to comply with the provisions as they are listed in the forms.	Y
9	Protest Procedures	I acknowledge that I have read and understand the City of Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, I may file a protest with the Federal Grant Provider after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent.	Y
10	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
11	Page 2 - Attachments	Please note that there is a page 2 of Attachments that you must review as part of your bid.	Yes
12	Compensation	Will you require compensation above and beyond the Medicaid Rate for the testing services as listed in Attachment A and subsequent Medicaid Rate schedules for each concurrent year that this contract is in effect? YES or NO? If YES, you must list any additional compensation requested on company letterhead and attach to the Response Attachment section of your ebid response.	NO
13	Written Response	I have completed the requirement for a written response according to the Specifications and have attached this response to the Response Attachment section.	Yes
14	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: Attached Addendum No. 1. (See page 2 of Attachments.)	Yes
15	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 12-062 for Health Department Laboratory Test Services is available. Please prepare your written response and attach it to the Response Attachment section of your ebid response as instructed in the RFP specifications. Also, please enter a 0 for your response in this line item. If you have any questions, call 402-441-7417.	\$0.00

Item Notes:

Supplier Notes:

Response Total:	\$0.00
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Date: March 9, 2012

To: Lincoln Purchasing
Deb Winkler, Systems Administrator
440 South 8th Street
Lincoln, NE 68508

From: Georgia Dunn
Director of Operations
Nebraska LabLinc

Re: Response to Request for Proposal
Health Department Laboratory Test Services
Bid No. 12-062

Nebraska LabLinc is pleased to participate in the Lincoln Bidding Opportunity, as received by email on February 24, 2012. Below are our responses to the service criteria specifications:

1.6 Provide must list at least two references of which have received similar services from the Provider for at least the last three years.

Response: Nebraska LabLinc provides the clients listed below as references. Those denoted with an asterisk (*) are clients who have utilized Nebraska LabLinc three years or longer.

Pierce Family Practice *

Contact: Teri Pierce, Office Manager
Address: 1500 South 48th Street
Lincoln, NE 68506
Phone: 402-450-8399

Edgewood Family Physicians *

Contact: Dixie Lottman, Office Manager
Address: 5200 S. 56th Street, Suite 2
Lincoln, NE 68516
Phone: 402-421-6200

Holmes Lake Family Health Center *

Contact: Sharon Lebsack, Office Manager
Address: 6900 Van Dorn Street, Suite 24
Lincoln, NE 68506
Phone: 402-489-3200

North Lincoln Family Medical Center

Contact: Tim Olson, Office Manager
Address: 3100 North 14th Street, Suite 201
Lincoln, NE 68521
Phone: 402-477-6600

Lincoln Nephrology and Hypertension*

Contact: John Reinsch, Office Administrator
Address: 7441 O Street
Lincoln, NE 68510
Phone: 402-484-5600

People's Health Center

Contact: Gretchen Thornburg, Financial Director
Address: 1021 N. 27th Street
Lincoln, NE 68503
Phone: 402-476-1640

Milius, Gibbens, Friesen, Hattan, and Martin OB-GYN *

Contact: Bea Taylor, Clinic Administrator
Address: 2222 South 16th Street, Suite 400A
Lincoln, NE 68502
Phone: 402-475-8877

***Denotes a client who has utilized Nebraska LabLinc three years or longer.**

2. CRITERIA FOR LABORATORY SERVICES

2.1 Provider must be certified as a Clinical Laboratory Improvement Amendments (CLIA) of the Centers for Medicare & Medicaid laboratory by the Nebraska Department of Health & Human Services and in business for at least two years.

Response: Nebraska LabLinc has been CLIA approved since opening of the company in August 2004. Attached below is a copy of our most recent CLIA certificate.

CENTERS FOR MEDICARE & MEDICAID SERVICES CLINICAL LABORATORY IMPROVEMENT AMENDMENTS CERTIFICATE OF ACCREDITATION	
LABORATORY NAME AND ADDRESS	CLIA ID NUMBER
NEBRASKA LABLINC, LLC 5440 SOUTH STREET, SUITE 100 LINCOLN, NE 68506	28D1025245
LABORATORY DIRECTOR	EFFECTIVE DATE
DEBORAH K DAVIDSON	12/08/2010
	EXPIRATION DATE
	12/07/2012

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.

 **CMS**
CENTERS for MEDICARE & MEDICAID SERVICES


Judith A. Yost, Director
Division of Laboratory Services
Survey and Certification Group
Center for Medicaid and State Operations

2.2 Provider must be able to provide service five (5) days per week for scheduled pick up with limited additional service for emergency needs and possible weekend pick-ups.

Response: Nebraska LabLinc manages an in-house courier service which operates 7 days a week, employing over 30 couriers and serviced by 20+ company owned vehicles. Courier service will be provided as needed. We will arrange the desired pick up times with LLCHD in order to meet your needs.

2.2.1. Successful Provider will not charge extra for emergency services provided beyond the normal work day.

Response: Nebraska LabLinc does not charge an extra fee for emergency or stat services.

2.3 Must be able to provide test results delivered via phone line, email, fax or personal delivery service or through web based product.

Response: Nebraska LabLinc provides test results by fax, courier delivery or preferably through our web based portal. Part of the standard client startup process is to discuss with the client the delivery options available and understand the needs and preferences of the client.

2.4 Successful Provider must provide 24 hour turn around on most standard tests requested.

2.4.1. Exception to this would be only for those tests which require, by procedure more time for completion.

Response: Nebraska LabLinc performs over 400 tests in Lincoln, providing expedient turn around to the client. Most standard tests are result within 24 hours. Our online test catalog provides "Day(s) Test Set Up" information on each test. Website: <http://www.lablinc.com>

2.5 LLCHD Laboratory Personnel will perform all specimen collection.

Response: Agreed. Nebraska LabLinc does have a Patient Service Center at 5340 South Street for patients whom LLCHD may wish to refer if there is difficulty in collection.

2.5.1 If any specimen sent to provider is determined to be problematic (e.g. quantity non-sufficient, clotted specimen, etc.), provider staff must contact LLCHD Laboratory Personnel as soon as possible, Monday through Friday 8:00 a.m. to 4:30 p.m.

Response: Nebraska LabLinc has a Call Center which is staffed 8:00 a.m. to 5:30 p.m., Monday through Friday, and 8:00 a.m. to 12 Noon on Saturday. Calls will be placed to LLCHD as soon as possible for any problematic specimens.

2.6 LLCHD will complete patient test requisition forms.

Response: Nebraska LabLinc provides hard copy requisition forms or a web based portal for ordering of tests.

2.7 The performance of all testing shall be supervised by a Certified Lab Technologist and shall be performed in accordance with all applicable federal and state laws and regulations and in compliance with LLCHD's established policies and procedures.

Response: Nebraska LabLinc has MT (ASCP) and/or MLT (ASCP) certified technologists and technicians on staff at all times during hours of operation. Supervision of the technical department is provided by a MT (ASCP) SC individual along with a PhD Chemist. Testing is performed in accordance with all applicable federal and state laws and regulations. Nebraska LabLinc is a CAP approved laboratory.

2.8 The successful Provider shall provide a quarterly summary of tests and related services provided, and if requested, a monthly review of services.

Response: Nebraska LabLinc will work with LLCHD to determine the specifications of the report desired. Typically, the report includes the NLL test number, CPT code(s), test description, and volume of each test performed during the stated time period. This report can be generated on a quarterly basis or more frequently if desired.

3. ITEMS SUPPLIED BY THE VENDOR TO THE LLCHD

3.1 The Provider shall provide personnel, equipment, and requisition sheets necessary to perform or report the requested lab tests.

Response: Agreed.

3.2 The Provider shall provide the following supplies and any other supplies necessary to perform requested lab tests; vacutainer tubes, microtainers, venipuncture supplies, urine containers, requisitions, report forms/ribbons, specimen bags, serum transfer vials/caps, disposable plastic pipettes, glucola (100 gm, 75 gm, and 50 gm), swabs, anaerobic transport vials, urine culture tubes, stool culture tubes, and ova and parasite stool preservative.

Response: Agreed. Nebraska LabLinc has an online ordering form for the convenience of clients.

3.3 The Provider shall provide courier service for the pick-up of specimens within the timeframe required for the ordered test (e.g. stat pick-up, daily pick-up, bi-weekly pick-up, etc.).

Response: Agreed. Nebraska LabLinc will establish a routine courier schedule for LLCHD based on your needs. Stat pick-ups are also available by calling our courier dispatcher or our call center.

3.4 The Provider shall have a local telephone service staffed by Medical Technologists for client support.

Response: Nebraska LabLinc's Call Center is staffed solely by Medical Technologists. Operating hours of the Call Center are 8:00 a.m. to 5:30 p.m., Monday through Friday, and 8:00 a.m. to 12 Noon on Saturday.

3.5 The Provider shall provide access to pathology consultation as requested the City.

Response: Nebraska LabLinc provides the availability of eleven board certified pathologists through Pathology Medical Services. Consultation with a pathologist is available 24 hours a day, every day of the year.

3.6 The Provider shall assign an Account Manager, available to the City staff to manage all aspects of account services.

Response: Nebraska LabLinc has four Account Managers that are dedicated to servicing our clients. The Account Managers act as the liaison between the client and the laboratory, serving to address your concerns, provide test updates and act as a resource to provide information needed. A specific Account Manager will be assigned to LLCHD as your main point of contact. The other Account Managers will act as back up if needed.

3.7 The City prefers electronic exchange of information for orders and results

3.7.1 Integration solution for bi-directional electronic exchange of test orders and results with department electronic medical record system: SuccessEHS.

Response: Nebraska LabLinc has implemented over 25 reference lab interfaces with clients and we have more scheduled to go live in the near future. We have an IT staff consisting of 13 full time employees with the dedication and expertise to meet your interfacing needs.

4. COMPENSATION FOR SERVICES

4.1 Provider shall be reimbursed on a per test basis at current Nebraska Medicaid rates as provided by the Department of Health & Human Services/Division of Medicaid and Long-Term Care, even if the actual test frequency varies over or under the stated estimated amounts.

4.1.1 See Attachment A for complete Medicaid Rate list.

4.2 Based on previous experience and 2010 Medicaid rates, we estimate that the total annual dollar volume procured for LLCHD external laboratory testing will range from \$40,000-\$50,000.

4.3 If the Provider requires any additional compensation above and beyond the Medicaid Rate for the completion of this service they must list such requirement on company letterhead and attach it to the Response Attachment section of their ebid response.

Response: Nebraska LabLinc will accept current Nebraska Medicaid rates as provided by the Department of Health & Human Services/Division of Medicaid and Long-Term Care.

5. OUTSIDE LAB USE

5.1 Indicate in the attribute section of your bid whether any of the tests indicated above will be sent to another laboratory for processing and your fee for "send outs" to other labs.

Response: The tests listed below will be referred to a lab other than Nebraska LabLinc to be performed. There is no added fee for send out tests.

CPT	Description	Performing Lab
80299	Quantitative assay drug	MAYO
82164	Angiotensin I enzyme test	MAYO
82384	Assay three catecholamines	MAYO
82540	Assay of creatine	MAYO
83516	Immunoassay nonantibody	MAYO
83655	Assay of lead	MAYO
83835	Assay of metanephrines	MAYO
83887	Assay of nicotine	MAYO
83891	Molecule isolate nucleic	MAYO
83892	Molecular diagnostics	Varies
83912	Genetic examination	MAYO
84080	Assay alkaline phosphatases	MAYO
84402	Assay of testosterone	QUEST
84425	Assay of vitamin b-1	MAYO
84479	Assay of thyroid (t3 or t4)	QUEST
85660	RBC sickle cell test	QUEST
86021	WBC antibody identification	MAYO
86039	Antinuclear antibodies (ANA)	QUEST
86162	Complement total (ch50)	MAYO
86200	Ccp antibody	MAYO
86225	DNA antibody	MAYO
86255	Fluorescent antibody screen	MAYO
86361	T cell absolute count	QUEST
86376	Microsomal antibody	MAYO
86382	Neutralization test viral	MAYO

CPT	Description	Performing Lab
86617	Lyme disease antibody	QUEST
86698	Histoplasma	MAYO
86765	Rubeola antibody	MAYO
86900	Blood typing abo	BryanLGH
86901	Blood typing rh (d)	BryanLGH
87045	Feces culture bacteria	BryanLGH
87046	Stool cultr bacteria each	BryanLGH
87070	Culture bacteria other	BryanLGH
87075	Cultr bacteria except blood	BryanLGH
87077	Culture aerobic identify	BryanLGH
87081	Culture screen only	BryanLGH
87086	Urine culture/colony count	BryanLGH
87088	Urine bacteria culture	BryanLGH
87177	Ova and parasites smears	BryanLGH
87350	Hepatitis be ag eia	MAYO
87385	Histoplasma capsul ag eia	MAYO
87400	Influenza a/b ag eia	BryanLGH
87516	Hepatitis b dna amp probe	MAYO
87517	Hepatitis b dna quant	MAYO
87521	Hepatitis c rna amp probe	QUEST
87522	Hepatitis c rna quant	MAYO
87902	Genotype dna hepatitis c	QUEST
88142	Cytopath c/v thin layer	PMS
89055	Leukocyte assessment fecal	BryanLGH
86580	TB Intradermal Test	Test not performed

5.2 Successful provider must have an existing partnership of at least two years with Mayo Medical Laboratories for specialized testing.

Response: Since the inception of Nebraska LabLinc in August, 2004, we have used Mayo Medical Laboratories as our primary reference laboratory provider of specialized testing. Over 85% of our referred specialized tests requested are performed at Mayo Medical Laboratories. Contact or verification information at Mayo can be provided if needed.

6. CONFIDENTIALITY

6.1 If and to the extent, and so long as, required by the provisions enacted by the Health Insurance Portability and Accountability (HIPPA) Act 1996 and regulations promulgated thereunder, but not otherwise, Provider does hereby assure the City that Provider will appropriately safeguard protected health information made available to or obtained by the Provider.

Response: Agreed.

6.2 In implementation of such assurance and without limiting the obligations of the Provider otherwise set forth in this Agreement or imposed by applicable law, Provider hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity Provider performs on behalf of the City.

Response: Agreed.

6.3 At termination of this Agreement, Provider shall return or destroy all protected health information received from City that Provider still maintains in any form and retain no copies of such information.

Reworded per Addendum 1:

6.3 In the event that Contractor determines that returning or destroying the protected health information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction unfeasible. Upon written notice to the County that return or destruction of protected health information is not feasible. Contractor shall extend the protections of this agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction unfeasible, for so long as Contractor maintains such protected health information.

Response: Agreed.

6.4 The Parties agree that this Agreement may be amended from time to time if and to the extent required by the provisions of 42 U.S.C. 1171 et seq. enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, in order to assure that this Agreement remains consistent therewith.

Response: Agreed.

7. ACCESS TO RECORDS

7.1 The City will take all necessary steps to assure complete access by the Provider to all records necessary for the performance of its duties hereunder.

7.2 The Provider shall retain as completely confidential all information to the policies, procedures, and records of the City, consistent with all laws, regulation and the disclosure of public records.

Response: Agreed.

SPECIFICATIONS
HEALTH DEPARTMENT - LABORATORY TEST SERVICES (RFP)

1. SCOPE OF SERVICES

- 1.1 It is the intent of the City of Lincoln-Lancaster County Health Department (LLCHD) to establish an agreement with a laboratory testing provider to perform and coordinate reference laboratory tests and related services to/for the LLCHD located at: 3140 N Street, Lincoln, Nebraska.
- 1.2 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Robert Walla (rwalla@lincoln.ne.gov) or Fax: (402) 441-6513.
 - 1.2.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.2.2 The City shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.3 The LLCHD receives funding from a Federal Government grant for the operation of this program.
 - 1.3.1 Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the bid.
 - 1.3.2 Failure to agree to the Federal Requirements or return certifications as required will result in the rejection of bid.
 - 1.3.3 No other departments are eligible to participate in this contract due to the Federal Funding.
- 1.4 Provider must provide a written response to all of the requirements listed in these Specifications.
 - 1.4.1 Such response shall indicate experience and competency in completing the services as required.
 - 1.4.2 Written responses must be completed on company letterhead and attached to the Response Attachment section of your ebid response.
 - 1.4.3 Failure to provide a written response may result in the rejection of the proposal.
- 1.5 The City shall evaluate each response to determine if the Provider can complete the requirements of the service and if any additional fees are proposed by Provider.
 - 1.5.1 The inclusion of fees above and beyond the Medicaid rate will be a consideration in an award decision.
- 1.6 Provider must list at least two references of which have received similar services from the Provider for at least the last three years.

2. CRITERIA FOR LABORATORY SERVICES

- 2.1 Provider must be certified as a Clinical Laboratory Improvement Amendments (CLIA) of the Centers for Medicare & Medicaid laboratory by the Nebraska Department of Health & Human Services and in business for at least two years.
- 2.2 Provider must be able to provide service five (5) days per week for scheduled pick up with limited additional service for emergency needs and possible weekend pick-ups.
 - 2.2.1 Successful Provider will not charge extra for emergency services provided beyond the normal work day.
- 2.3 Must be able to provide test results delivered via phone line, email, fax or personal delivery service or through web based product.
- 2.4 Successful Provider must provide 24 hour turn around on most standard tests requested.
 - 2.4.1 Exception to this would be only for those tests which require, by procedure more time for completion.
- 2.5 LLCHD Laboratory Personnel will perform all specimen collection.
 - 2.5.1 If any specimen sent to provider is determined to be problematic (e.g. quantity non-sufficient, clotted specimen, etc.), provider staff must contact LLCHD Laboratory Personnel as soon as possible, Monday through Friday 8:00 a.m. to 4:30 p.m.

- 2.6 LLCHD will complete patient test requisition forms.
 - 2.7 The performance of all testing shall be supervised by a Certified Lab Technologist and shall be performed in accordance with all applicable federal and state laws and regulations and in compliance with LLCHD's established policies and procedures.
 - 2.8 The successful Provider shall provide a quarterly summary of tests and related services provided, and if requested, a monthly review of services.
- 3. ITEMS SUPPLIED BY THE VENDOR TO THE LLCHD**
- 3.1 The Provider shall provide personnel, equipment, and requisition sheets necessary to perform or report the requested lab tests.
 - 3.2 The Provider shall provide the following supplies and any other supplies necessary to perform requested lab tests; vacutainer tubes, microtainers, venipuncture supplies, urine containers, requisitions, report forms/ribbons, specimen bags, serum transfer vials/caps, disposable plastic pipettes, glucola (100 gm, 75 gm, and 50 gm), swabs, anaerobic transport vials, urine culture tubes, stool culture tubes, and ova and parasite stool preservative.
 - 3.3 The Provider shall provide courier service for the pick-up of specimens within the timeframe required for the ordered test (e.g. stat pick-up, daily pick-up, bi-weekly pick-up, etc.).
 - 3.4 The Provider shall have a local telephone service staffed by Medical Technologists for client support.
 - 3.5 The Provider shall provide access to pathology consultation as requested the City.
 - 3.6 The Provider shall assign an Account Manager, available to the City staff to manage all aspects of account services.
 - 3.7 The City prefers electronic exchange of information for orders and results
 - 3.7.1 Integration solution for bi-directional electronic exchange of test orders and results with department electronic medical record system: SuccessEHS.
- 4. COMPENSATION FOR SERVICES**
- 4.1 Provider shall be reimbursed on a per test basis at current Nebraska Medicaid rates as provided by the Department of Health & Human Services/Division of Medicaid and Long-Term Care, even if the actual test frequency varies over or under the stated estimated amounts.
 - 4.1.1 See Attachment A for complete Medicaid Rate list.
 - 4.2 Based on previous experience and 2010 Medicaid rates, we estimate that the total annual dollar volume procured for LLCHD external laboratory testing will range from \$40,000-\$50,000.
 - 4.3 **If the Provider requires any additional compensation above and beyond the Medicaid Rate for the completion of this service they must list such requirement on company letterhead and attach it to the Response Attachment section of their ebid response.**
- 5. OUTSIDE LAB USE**
- 5.1 Indicate in the attribute section of your bid whether any of the tests indicated above will be sent to another laboratory for processing and your fee for "send outs" to other labs.
 - 5.2 Successful provider must have an existing partnership of at least two years with MayoMedical Laboratories for specialized testing.
- 6. CONFIDENTIALITY**
- 6.1 If and to the extent, and so long as, required by the provisions enacted by the Health Insurance Portability and Accountability (HIPPA) Act 1996 and regulations promulgated thereunder, but not otherwise, Provider does hereby assure the City that Provider will appropriately safeguard protected health information made available to or obtained by the Provider.

- 6.2 In implementation of such assurance and without limiting the obligations of the Provider otherwise set forth in this Agreement or imposed by applicable law, Provider hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity Provider performs on behalf of the City.
- 6.3 At termination of this Agreement, Provider shall return or destroy all protected health information received from City that Provider still maintains in any form and retain no copies of such information.
- 6.4 The Parties agree that this Agreement may be amended from time to time if and to the extent required by the provisions of 42 U.S.C. 1171 et seq. enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, in order to assure that this Agreement remains consistent therewith.

7. ACCESS TO RECORDS

- 7.1 The City will take all necessary steps to assure complete access by the Provider to all records necessary for the performance of its duties hereunder.
- 7.2 The Provider shall retain as completely confidential all information to the policies, procedures, and records of the City, consistent with all laws, regulation and the disclosure of public records.

8. NON-ASSIGNABLE

- 8.1 Any and all contractual agreement(s) generated as an outcome of this Bid process shall not be assignable by the Successful Provider without written permission of the City.

9. TERMINATION

- 9.1 Any agreement generated as a result of this process may be terminated at any time by either party in consideration of 30 days written notice.
 - 9.1.1 Such notice shall be forwarded to the most current address of the recipient and shall be sent by registered mail.
 - 9.1.2 It is further agreed that prior to the sending of a "Notice of Intent to Terminate", the party desirous of such termination will discuss the reasons for such action with the other party and will strive, in good faith and without prejudice, to resolve the circumstances necessitating the action to terminate the contract.
- 9.2 See Contract attached to Bid Attachments for additional Termination conditions.

10. TERM OF THE CONTRACT

- 10.1 The contract term is for three (3) years, with option to renew for one (1) additional three (3) year terms. Total contract term not to exceed six (6) years.
 - 10.1.1 The contract shall commence on the date the contract is executed by the signing of both parties.

Service	CPT	2011 Medicaid Rate
Metabolic Panel Total CA	80048	\$11.61
Electrolyte Panel	80051	\$9.62
Comprehensive Metabolic Panel	80053	\$14.49
Lipid Panel	80061	\$18.34
Acute Hepatitis Panel	80074	\$58.37
Hepatic Function Panel	80076	\$11.20
Drug Screen, Alcohol	80100	\$12.92
Drug Screen, Single	80101	\$18.32
Carbamazepine Assay, Total	80156	\$17.09
Assay of Digoxin	80162	\$18.22
Dipropylacetic Acid Assay	80164	\$18.58
Assay of Lithium	80178	\$9.06
Assay of Phenobarbital	80184	\$15.71
Assay of Phenytoin, Total	80185	\$18.19
Assay of Phenytoin, Free	80186	\$18.88
Assay of Theophylline	80198	\$17.49
Quantitative Assay, Drug	80299	\$18.78
Urinalysis, Auto W/ Scope	81001	\$4.33
Assay of Serum Albumin	82040	\$6.78
Microalbumin, Quantitative	82043	\$7.93
Assay of Ethanol	82055	\$14.82
Alpha 1-Antitrypsin	82103	\$18.43
Alpha-Fetoprotein, Serum	82105	\$23.01
Assay of Ammonia	82140	\$16.13
Assay of Amphetamines	82145	\$11.85
Assay of Amylase	82150	\$8.89
Angiotensin 1 Enzyme	82164	\$20.02
Vitamin D, 25 Hydroxy	82306	\$40.61
Assay, 3 Catecholamines	82384	\$25.13
Assay of Ceruloplasmin	82390	\$14.74
Assay, Bld/Serum Cholesterol	82465	\$5.97
Total Cortisol	82533	\$18.47
Assay of Creatine	82540	\$6.35
Assay of CK (CPK)	82550	\$8.94
Assay of CPK in Blood	82552	\$18.38
Assay of Creatinine	82565	\$7.03
Assay of Urine Creatinine	82570	\$7.09
Vitamin B-12	82607	\$20.67
Assay of Ferritin	82728	\$18.69
Blood Folic Acid Serum	82746	\$20.17
Assay, IG/IGD/IGG/IGM Each	82784	\$12.76
Assay, Glucose, Blood Quant	82947	\$5.38
Glucose Blood Test	82962	\$3.20
Assay of GGT	82977	\$9.87
Glycosylated Hemoglobin Test	83036	\$13.31
Immunoassay, Nonantibody	83516	\$15.83

Assay of Iron	83540	\$8.89
Iron Binding Test	83550	\$11.99
Lactate Enzyme	83615	\$8.28
Assay of Lead	83655	\$16.60
Assay of Lipase	83690	\$9.44
Assay of Magnesium	83735	\$9.19
Assay of Metanephrines	83835	\$23.24
Myoglobin	83874	\$17.71
Natriuretic Peptide	83880	\$46.57
Assay of Nicotine	83887	\$23.86
Molecule Isolate Nucleic	83891	\$5.49
Molecular Diagnostics	83892	\$5.49
Genetic Examination	83912	\$5.49
Assay of Opiates	83925	\$25.58
Assay of Blood Osmolality	83930	\$9.06
Assay of Urine Osmolality	83935	\$9.35
Assay of Parathormone	83970	\$59.12
Assay of PH Body Fluid NOS	83986	\$4.91
Assay Alkaline Phosphatase	84075	\$7.09
Alk Phos Iso	84080	\$20.29
Assay of Phosphorous	84100	\$6.50
Assay of Serum Potassium	84132	\$6.30
Assay of Urine Potassium	84133	\$5.89
Assay of Prealbumin	84134	\$20.00
Assay of Prolactin	84146	\$26.58
Assay of PSA, Total	84153	\$25.24
Assay of Protein, Serum	84155	\$5.03
Assay of Protein, Urine	84156	\$5.03
Protein E-Phoresis, Serum	84165	\$14.74
Protein E-Phoresis/Urine/CSF	84166	\$24.46
Assay of Urine Sodium	84300	\$3.94
Assay of Testosterone	84402	\$34.94
Assay of Total Testosterone	84403	\$35.42
Assay of Vitamin B-1	84425	\$23.60
Assay of Total Thyroxine	84436	\$9.42
Assay of Free Thyroxine	84439	\$12.00
Assay Thyroid Stim Hormone	84443	\$23.04
Transferase (AST) (SGOT)	84450	\$7.09
Alanine Amino (ALT) (SGPT)	84460	\$7.25
Assay of Thyroid (T3 or T4)	84479	\$8.88
Assay, Triiodothyronine (T3)	84480	\$12.00
Free Assay (FT-3)	84481	\$12.00
Assay of Troponin, Quant	84484	\$13.50
Assay of Urea Nitrogen	84520	\$5.42
Assay of Blood/Uric Acid	84550	\$6.47
Chorionic Gonadotropin Test	84702	\$20.66
Chorionic Gonadotropin Assay	84703	\$10.30

Hemoglobin	85018	\$3.24
Complete CBC W/ Auto Diff WBC	85025	\$6.37
Fibrin Degradation, Quant	85379	\$9.81
Prothrombin Time	85610	\$5.39
RBC Sed Rate, Nonautomated	85651	\$4.87
RBC Sed Rate, Automated	85652	\$3.70
RBC Sick Cell Test	85660	\$7.32
Thromboplastin Time, Partial	85730	\$8.23
Thromboplastin Time, Partial	85732	\$8.88
WBC Antibody Identification	86021	\$20.66
Antinuclear Antibodies	86038	\$16.58
Antinuclear Antibodies (ANA)	86039	\$15.31
C-Reactive Protein	86140	\$7.09
Complement, Antigen	86160	\$15.44
Complement, Total (CH50)	86162	\$20.67
CCP Antibody	86200	\$17.76
DNA Antibody	86225	\$18.84
Fluorescent Antibody, Screen	86255	\$16.64
Heterophile Antibodies	86308	\$7.09
Immunofix E-Phoresis, Serum	86334	\$30.65
T Cell, Absolute Count	86361	\$22.40
Microsomal Antibody	86376	\$19.96
Rheumatoid Factor, Quant	86431	\$7.78
TB Intradermal Test	86580	\$6.81
Neutralization Test, Viral	86382	\$18.64
Syphilis Test Non-Trep Qual	86592	\$5.63
Lyme Disease Antibody	86617	\$9.18
Coccidioides Antibody	86635	\$8.03
H-Pylori	86677	\$19.90
Histoplasma	86698	\$15.96
HIV-1	86701	\$9.18
HIV-1 & HIV-2	86703	\$9.17
Hepatitis B Surface Antibody	86706	\$14.47
Hep BE Antibody	86707	\$15.87
Hep A Antibody	86708	\$16.99
Rubeola Antibody	86765	\$17.67
West Nile Virus AB, IGM	86788	\$23.10
West Nile Virus Antibody	86789	\$19.74
Hepatitis C AB Test	86803	\$19.57
Blood Typing, ABO	86900	\$4.09
Blood Typing, RH (D)	86901	\$4.09
Feces Culture, Bacteria	87045	\$12.94
Stool Culture, Bacteria, Each	87046	\$12.94
Culture, Bacteria, Other	87070	\$11.81
Culture, Gram Stain	87075	\$12.97
Culture Aerobic Identify	87077	\$11.08
Culture Screen Only	87081	\$9.09

Urine Culture/Colony Count	87086	\$11.07
Urine Bacteria Culture	87088	\$11.11
Ova & Parasites Smears	87177	\$12.20
Clostridium AG, EIA	87324	\$16.45
Hep B Surface AG, EIA	87340	\$14.16
Hep BE AG, EIA	87350	\$15.81
Histoplasma Capsul AG, EIA	87385	\$16.45
Influenza A/B, AG, EIA	87400	\$16.45
Strep A AG, EIA	87430	\$16.45
Chylmd Trach, DNA, AMP Probe	87491	\$48.15
Hepatitis B, DNA, AMP Probe	87516	\$48.15
HBV, DNA	87517	\$58.77
Hepatitis C, RNA, AMP Probe	87521	\$48.15
Hepatitis C, RNA, Quant	87522	\$58.77
N. Gonorrhoeae, DNA, AMP Probe	87591	\$48.15
Genotype, DNA, Hepatitis	87902	\$353.22
Cytopath, C/V, Thin Layer	88142	\$20.85
Leukocyte Assessment, Fecal	89055	\$5.85

**Addendum #1
For
Health Department Laboratory Test Services
Bid No. 12-062**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

- Question 1.** **Section 3.4 – I assume that this means that we have Medical Technologists available to answer questions that may arise. Our receptionist is the person that answers the call and then transfers to the appropriate departments. This would be considered acceptable correct?**
- Answer Yes, as long as Medical Technologists are available to answer clinical questions.
-
- Question 2.** **Section 5.2 – We have a working relationship with numerous reference laboratories. ARUP, IBT, Mayo, MDL, etc...**
- We send samples to the lab that offers the best pricing and highest quality. We have had a relationship with Mayo for well over 2 years, but use ARUP as our primary lab due to a more inclusive test menu, excellent quality and customer service, and better pricing which we are then able to pass on to our patients and clients. I would think that it would severely limit the number of companies that could bid on this opportunity if they were only allowed to use Mayo as a reference laboratory. Additionally, it would increase the cost to the city.
- Answer: Yes, Provider can use other reference laboratories, but this cannot be in lieu of at least a 2-year working relationship with MayoMedical Laboratories.
-
- Question 3.** **Section 6.3 – Would it be possible to reword this section to state:**
- “In the event that Contractor determines that returning or destroying the protected health information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction unfeasible. Upon written notice to the County that return or destruction of protected health information is not feasible. Contractor shall extend the protections of this agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction unfeasible, for so long as Contractor maintains such protected health information.
- Answer: Yes, this is acceptable.

All other terms and conditions shall remain unchanged.

Dated this 28th day of February, 2012.

Vince M. Mejer
Purchasing Agent

ADDENDUM #2

Issue Date:03/07/12

SPECIFICATION NO.12-062

FOR

HEALTH DEPARTMENT LABORATORY TEST SERVICES

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

1. **Please note that the Attribute #12, Compensation, has been changed to read as follows:**

Will you require compensation above and beyond the Medicaid Rate for the testing services as listed in Attachment A and subsequent Medicaid Rate schedules for each concurrent year that this contract is in effect? YES or NO?

If YES, you must list any additional compensation requested on company letterhead and attach to the Response Attachment section of your ebid response.

End of Addendum

POLICY NUMBER: 100.03
DIVISION: Administration/Director's Office
POLICY TITLE: CONFIDENTIALITY POLICY FOR PROTECTED HEALTH
INFORMATION (PHI)
AGENCY (ies): Lincoln-Lancaster County Health Department
AUTHORITY: Health Director
DRAFTED: 03-02-04
APPROVED: 03-30-04
REVISED:
REVIEWED:

POLICY STATEMENT:

Lincoln-Lancaster County Health Department is responsible for maintaining the confidentiality of PHI for all clients served by the Department and its contractees and business associates.

DEFINITION OF PHI:

PHI is defined as: individually identifiable or demographic information regarding past or present, including dental/oral, and/or mental health, or the provision of care to an individual that is generated or received by a health care provider and is in oral, written, or electronic form.

PROCEDURE:

- I. Health Records
 - A. The PHI is confidential and shall not be released to persons who have not been legally authorized to receive it.
 - B. PHI may be removed from the office only in the following instances:
 1. Transport of the record for appointments and off-site services. The record must be enclosed in a designated mail bag and transported by an individual assigned this responsibility.
 2. For review by Audit Committee(s) (CHS Policy #803.16) for research or evaluation of services provided. In such instances, the identity of the specific client cannot be disclosed in any written report; a single, secure record of the audit process and records audited can be maintained.
 3. For reference or charting by the assigned staff person. Records must be returned to the office within 24 hours. Student nurses may not remove records from the office. Photocopies for this purpose are prohibited.
 4. Transfer of records between Department locations, as needed to provide services.

5. Under subpoena, (a photocopy only), a copy of the record should be taken and the requesting court charged for the copy. The subpoena and a record of the date(s) and pages copied will be maintained in the client file. (See Policy for copy charge information).
 6. To the client, (a photocopy only), a copy of the health record may be given if the client has requested a copy of their record, has completed the appropriate request forms, and such forms have been approved. This request and its outcome shall be documented in the health record. (See Policy for copy charge information).
 7. All other releases must be reviewed by the Privacy and Security Officers.
- C. Any staff in possession of a health record or other PHI must secure the health record or PHI in an area not accessible to those who do not have authorization to view such information (locked in file cabinet, desk drawer, overhead cabinets, etc) when staff will not be in the same area with the record or PHI. This includes paper records and media such as diskettes and CD's, PDA's (palms), laptops and desktop computers which must be logged off when not in use.

II. Health Information

- A. PHI received by Health Department staff in the course of counseling, assessment, or otherwise privileged information and will not be disclosed to persons not legally authorized to receive it.
- B. All persons employed by or under contract with the Department (Department workforce) or otherwise under the control or direction of the Department, must sign a written confidentiality statement (Exhibit 1).
1. Persons who are authorized to access PHI shall not access any PHI other than that which they have a need to access for the purpose of client care.
 2. The "Confidentiality Policy for Protected Health Information" will be reviewed annually with each person employed by or under contract to the Department. The date of the review and signature of the staff/contractee will be appended to the original confidentiality statement and maintained in the individual's personnel file or with the original contract.
 3. Violations of the confidentiality policy is grounds for disciplinary action including dismissal. In the case of contractees, violation of the confidentiality policy is considered a serious breach of contract.
- C. PHI may be revealed only:

1. Under subpoena (Information must be photocopied).
2. As required by law, as by court order.
3. To Law Enforcement as stated in Notice of Privacy Practices, City of Lincoln.
4. To Coroners and Funeral Directors for purposes identified in Notice of Privacy Practices, City of Lincoln.
5. For the purposes of treatment, to the client's health care provider, hospitals, or others identified in the client's care plan.
6. For Health Care Operations as identified in Notice of Privacy Practices, City of Lincoln.
7. For public safety as identified in Notice of Privacy Practices, City of Lincoln.
8. For purposes of military activity and National Security.
9. To correctional facilities if such disclosure is necessary for the client's health care or the health and safety of the client or other inmates and staff of the correctional facility.
10. In cases reflecting child or adult abuse which legally require reporting to the police, Child Protective and Adult Protective Services.
11. To Child or Adult Protective Services regarding client family status at request of Protective Services
12. When a signed Release of Information is obtained from the client. A copy will be placed in the client health record.
13. When a client is referred to the hospital, a community wide transfer will be completed and a copy placed in the health record.
14. For Public Health, FDA, and CDC reportable diseases.
15. Immunization information may be shared with other health care providers, schools, licensed childcare providers, and post-secondary institutions without a specific release of information.
16. Photocopying information from the health record can be done only if the client signs a release of information form. Photocopying without a release of information can be done only when a record is subpoenaed in which

case the copy is transmitted to court. STD and HIV testing records cannot be subpoenaed. (See policy for STD and HIV testing records).

III. Verbal Communications

- A. Department work force may share health information with the client's physician or other health-related personnel if this is necessary to provide essential treatment service (or payment) for the client (on a need-to-know basis) as identified in the client's care plan.
- B. PHI may not be shared during intra- or inter-agency conferences except as stated above.
- C. Reasonable precautions will be followed for any necessary communications to minimize the opportunity that such communications may be overheard by other clients or staff not authorized to receive the PHI being discussed.
- D. Any PHI or potential PHI that any Department workforce knows as a result of a work assignment, reports, conversations with other staff or physical proximity to staff or clients will not be shared under any circumstances except as allowed in this policy. Any incidental PHI encountered by the Department workforce will be held in strict confidence.

IV. Electronic (Computer) Communications

- A. PHI will be stored only in designated places within the Department's computer software.
- B. Health Department staff may only access PHI which they have a need to access in order to provide services to a client.
- C. PHI may be transmitted via e-mail inter-agency only between staff who have a need to view such PHI for the provision of services to a client.
- D. Any PHI or potential PHI that any Department staff or contractee accesses for any reason using Department electronic resources, including receiving faxes, printing and distributing information, will not be shared under any circumstances except as allowed in this policy.
- E. Any reports derived from PHI, using aggregate data must be de-identified in accordance with HIPAA and Department policy related to aggregate data.

POLICY ADHERENCE STATEMENT EXHIBIT 1
FOR
CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION (PHI)

GEORGIA DUNN
I, ~~DEBORAH K. DAVIDSON~~ have received and read the Lincoln-Lancaster County
Health Department Policy Number 100.03 regarding Confidentiality of PHI.

I agree to abide by this policy. I will not access or share information PHI unless it is related to a direct work assignment or responsibility. I will operate in accordance with the policy.

I understand that a violation of this policy constitutes a serious violation of my condition of employment and I would be subject to the normal disciplinary process of my employer up to and including dismissal.

I understand the following HIPAA civil penalties:

\$100	Single violation of a provision (can be multiple violations with penalty of \$100 each as long as each violation is for a different provision).
\$25,000	Multiple violations of an identical requirement or prohibition made during a calendar year.

<u>Fine</u>	<u>Imprisonment</u>	<u>Offenses</u>
Up to \$50,000	Up to one year	Wrongful disclosure of individually identifiable health information.
Up to \$100,000	Up to five years	Wrongful disclosure of individually identifiable health information committed under false pretenses.
Up to \$250,000	Up to ten years	Wrongful disclosure of individually identifiable health information committed under false pretenses with intent to sell, transfer, or use for commercial advantage, personal gain, or malicious harm.

I have reviewed the above policy adherence statement and policy with

NEBRASKA LAB/LINC SUPERVISORS.

Georgia Dunn
Supervisor's Signature

3-29-2012
Date

Deanne Parke, PhD
Staff Signature

3/29/2012
Date

Annual Review:

Date

Supervisor Signature

Staff Signature

CITY OF LINCOLN ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the grantee or a subgrantee in accordance with Federal Requirements, the Contractor agrees to provide the Purchaser, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to Federal Requirements to provide the appropriate Federal agency access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the Recipient or a subgrantee of the Recipient in accordance with Federal Requirements, Contractor agrees to provide the Purchaser and the appropriate Federal agency access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the Recipient or a subgrantee of the Recipient in accordance with Federal Requirements, Contractor agrees to provide the Purchaser, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the Recipient or a subgrantee of the Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

CITY OF LINCOLN
45 CFR PART 92
SECTION 92.36(i)(1)
BREACHES AND DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**CITY OF LINCOLN
45 CFR PART 92
SECTION 92.36(i)(12)
CLEAN AIR ACT
CLEAN WATER ACT**

Clean Air

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

Clean Water

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

CITY OF LINCOLN
45 CFR PART 92
SECTION 92.36(i)(6)
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

CITY OF LINCOLN
45 CFR PART 92
SECTION 92.36(i)(9)
COPYRIGHTS AND RIGHTS IN DATA

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - These following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance.

(c) When Federal assistance is awarded for experimental, developmental, or research work, the general intention is to increase knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit the Federal agency involved to make available to the public, either the Federal agency's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

CITY OF LINCOLN
45 CFR PART 74
APPENDIX A

Debarment and Suspension

Awards that exceed the small purchase threshold fixed at 41 U.S.C. 403(11), are considered covered transactions for purposes of 45 CFR Part 74. As such, no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Order No. 12549 and 12689, Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order No. 12549.

Contractors with awards that exceed the small purchase threshold fixed at 41 U.S.C. 403(11), must provide the required certification regarding its exclusion status and that of its principal employees.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The signed and submitted bid or proposal contains material representations of fact relied upon by **City of Lincoln**. If it is later determined that the bidder or proposer knowingly rendered an erroneous representation of its debarment or suspension status, in addition to remedies available to **City of Lincoln**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 28 CFR 70. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CITY OF LINCOLN
45 CFR PART 92
SECTION 92.36(i)(13)
ENERGY POLICY AND CONSERVATION ACT

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the Nebraska state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94- 163, 89 Stat. 871.) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

CITY OF LINCOLN
45 CFR PART 92
SECTION 92.36(i)(3)
Executive Order 11246
EQUAL EMPLOYMENT OPPORTUNITY

Civil Rights, Equal Employment Opportunity The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

CITY OF LINCOLN
45 CFR PART 92
SECTION 92.36(i)(8)
PATENT RIGHTS

Patent Rights - These following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the necessary parties are notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

**CITY OF LINCOLN
45 CFR PART 92
SECTION 92.36(i)(7)
REPORTING REQUIREMENT AND REGULATIONS**

Contractor agrees to provide the City, upon request, full and complete reports and/or other information as to the Contractor's operations and conduct under the Contract.

**CITY OF LINCOLN
45 CFR PART 92
SECTION 92.36(i)(11)
RETENTION OF RECORDS**

Contractor agrees to retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

**CITY OF LINCOLN
45 CFR PART 74
APPENDIX A
37 CFR PART 401**

Rights to Inventions Made Under a Contract or Agreement

Contractor agrees to comply with 37 CFR Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts or Cooperative Agreements, and any implementing regulations issued by City of Lincoln. This contract provides for the rights of the Federal Government and City of Lincoln with regard to the performance of experimental, developmental, or research work in any resulting invention as specified under 37 CFR Part 401.

Bid Protests; Definitions; Appeals Board; Fees.

Definitions.

- (1) **Interested party** shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the City to another party, or by the failure of the City to award a contract to such actual or prospective bidder.
- (2) **Protest** shall mean a written objection by an interested party on any phase of the bidding process, including specification preparation, bid solicitation, and intent to award, for the acquisition of supplies or services.
- (3) **Protester** shall mean an interested party who has filed a protest pursuant to subsection (b).
- (4) **Procurement Appeals Board** shall mean an independent panel of five disinterested individuals appointed by the Mayor, which individuals shall have a thorough knowledge of the purchasing process and practices, and laws applicable thereto. Members of such board shall be appointed for three-year, staggered terms; provided, however, two of the members first appointed shall serve for a period of one year, two shall serve for a period of two years, and one for a period of three years, with each appointee thereafter, except for appointees filling a vacancy, serving for a period of three years.
 - (b) **Right to Protest.** An interested party may protest to the City Purchasing Agent, which protest shall be submitted in writing on company letterhead. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening. In all other cases, the protest must be filed within five working days following the bid opening or if the protest is based on the selection of the lowest responsible bidder, not later than five working days following the selection of the lowest responsible bidder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest." The written protest shall include as a minimum the following:
 - (1) The name and address of the interested party;
 - (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
 - (3) A statement of reasons for the protest;
 - (4) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated. Upon timely receipt of a protest, the City shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract until the Mayor has made a decision on the protest.
 - (c) **Authority to Resolve Protests.** Prior to the commencement of an appeal to the Procurement Appeals Board concerning any protest, the Purchasing Agent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within five working days. The decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review as provided by the Procurement Appeals Board. A copy of the decision shall be mailed or otherwise furnished immediately

to the protester and all other bidders. If not satisfied with the decision of the Purchasing Agent, any protester may appeal to the Procurement Appeals Board, but the decision shall be final unless the protester files a timely appeal with the Procurement Appeals Board.

- (d) Appeals Board Procedures. Any protester, within five working days of receipt of a decision of the Purchasing Agent, may file with the Finance Director a written notice of appeal for a hearing before the Procurement Appeals Board. The Notice of Appeal shall be accompanied by a deposit of \$500.00 to defray the cost of processing such appeal, which deposit shall be returned if the Mayor decides in favor of the protester filing the appeal. The Notice of Appeal must clearly state the action protested and the basis of appeal.

Upon receipt of an appeal from an protester, the Finance Director shall convene the Board within ten working days or as soon thereafter as reasonably possible to conduct an administrative review of the appeal. The Board shall decide whether the solicitation being appealed was in accordance with all applicable laws and regulations and the terms and conditions of all applicable specifications, and whether waiver of specifications, conditions or defects in a bid, if any, were justified and in the best interest of the City.

Within ten working days of hearing such appeal, the Board shall submit its findings and recommendations to the Mayor. If all five members are present, an affirmative vote of three shall be required to pass the recommendation on to the Mayor. If only three members are present, only an affirmative vote of two shall be required to pass the recommendation on to the Mayor. Should it become impossible to obtain a quorum of three members, the appeal shall proceed directly to the Mayor without Procurement Appeals Board action.

No determination by the Board concerning an issue of law or fact shall be final or binding on the City.

- (e) Finality of Decision. The Mayor shall consider the recommendations of the Purchasing Agent, the Procurement Appeals Board, and the Department Head or agency for which the solicitation was made and shall make the final decision on the protest. The Mayor's decision shall be final and binding upon the City. (Ord. 18495 §1; January 31, 2005; prior Ord. 16442 §1; August 9, 1993).

INSTRUCTIONS TO PROPOSERS
CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
 - A) Proposers shall respond electronically to all attributes and addendums as required.
 - B) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.5 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
 1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. SITE VISITATION

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
 - 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the City, and deemed to best serve City requirements.
- 10.7 The City reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the City.

11. TERMINATION/ASSIGNMENT

- 11.1 The City may terminate the Contract if the Contractor:
 - 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
 - 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 - 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 - 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this section.
 - 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the City may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the City.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 12.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. LIVING WAGE

- 15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. TAXES AND TAX EXEMPT CERTIFICATE

- 17.1 The City is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.
- 17.2 Materials, supplies, labor & service used for the Water Division of the City of Lincoln are taxable per Reg. 066.14A and no exemption certificate will be issued.

18. CITY AUDIT ADVISORY BOARD

- 18.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law.

19. E-VERIFY

- 19.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
 - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
 - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
 - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
 - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNICO Group 4435 O Street Lincoln NE 68510		CONTACT Cynthia Reinsch PHONE (402) 434-7200 FAX (402) 434-7272 E-MAIL creinsch@unicogroup.com ADDRESS PRODUCER CUSTOMER ID # 00008229	
INSURED Nebraska LabLinc LLC 5440 South Street, Suite 100 Lincoln NE 68506-2116		INSURER(S) AFFORDING COVERAGE INSURER A MMIC Insurance, Inc. INSURER B Hartford INSURER C INSURER D INSURER E INSURER F	
		NAIC # 16942	

COVERAGES

CERTIFICATE NUMBER: 11/12 gl/prof

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		91SBQUP1666	7/1/2011	7/1/2012	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	Professional Liability			MFP000106	7/1/2011	7/1/2012	E.L. DISEASE - POLICY LIMIT \$
	Claims-Made						\$3,000,000 each claim \$5,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Lincoln is included as Additional Insured as respects the General Liability coverage only.

CERTIFICATE HOLDER**CANCELLATION**

(402) 441-6513

City of Lincoln
440 South 8th Street, Suite 20
Southwest Wing
Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tom Champoux/CREINS